

# AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT #2  
JACKSON TOWNSHIP  
OCEAN COUNTY, NEW JERSEY

AND



THE JACKSON TOWNSHIP FIREMANS  
MUTUAL  
BENEVOLENT ASSOCIATION  
LOCAL NO. 114

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JANUARY 1, 2011, THROUGH DECEMBER 31, 2015

# TABLE OF CONTENTS

	PREAMBLE	Page 3
ARTICLE I:	RECOGNITION	Page 3
ARTICLE II:	MANAGEMENT RIGHTS AND RESPONSIBILITIES	Page 3
ARTICLE III:	NON-DISCRIMINATION	Page 4
ARTICLE IV:	BAN ON STRIKES	Page 4
ARTICLE V:	GRIEVANCE PROCEDURE	Page 5
ARTICLE VI:	DUES CHECK OFF/AGENCY SHOP	Page 7
ARTICLE VII:	ASSOCIATION BUSINESS	Page 7
ARTICLE VIII:	HOURS, OVERTIME AND COMPENSATORY TIME	Page 8
ARTICLE IX:	COMPENSATION	Page 9
ARTICLE X:	VACATIONS	Page 9
ARTICLE XI:	HOLIDAYS	Page 10
ARTICLE XII:	PERSONAL DAYS	Page 10
ARTICLE XIII:	SICK LEAVE	Page 11
ARTICLE XIV:	FUNERAL LEAVE	Page 12
ARTICLE XV:	INTENTIONALLY LEFT BLANK	
ARTICLE XVI:	LIGHT DUTY	Page 12
ARTICLE XVII:	LEAVE OF ABSENCE	Page 13
ARTICLE XVIII:	EMPLOYEE REQUEST FORMS	Page 13
ARTICLE XIX:	SEPARATION, DEATH, AND RETIREMENT	Page 13
ARTICLE XX:	HOSPITALIZATION AND MEDICAL BENEFITS	Page 15
ARTICLE XXI:	PENSION	Page 15
ARTICLE XXII:	CLOTHING ALLOWANCE	Page 15
ARTICLE XXIII:	COLLEGE INCENTIVE PROGRAM	Page 16
ARTICLE XXIV:	EDUCATION AND TRAINING	Page 17
ARTICLE XXV:	TRAVEL EXPENSES	Page 17
ARTICLE XXVI:	STATUTORY AND LEGAL RIGHTS	Page 18
ARTICLE XXVII:	PERSONNEL SERVICE RECORDS	Page 18
ARTICLE XXVIII:	JOB DESCRIPTIONS	Page 18
ARTICLE XXIX:	BULLETIN BOARD SPACE	Page 19
ARTICLE XXX:	PRINTING AND SUPPLYING AGREEMENT	Page 19
ARTICLE XXXI:	SUPERSEDING CLAUSE	Page 19
ARTICLE XXXII:	RULES AND REGULATIONS	Page 19
ARTICLE XXXIII:	SEPARABILITY AND SAVINGS	Page 20
ARTICLE XXXIV:	FULLY BARGAINED PROVISIONS	Page 20
ARTICLE XXXV:	JURY DUTY AND COURT APPEARANCES	Page 20
ARTICLE XXXVI:	EMERGENCY LEAVE	Page 20
ARTICLE XXXVII:	LABOR/MANAGEMENT COMMITTEE	Page 21
ARTICLE XXXVIII:	SPOUSAL MATERNITY LEAVE	Page 21
ARTICLE XXXIX:	EMPLOYEE PHYSICALS	Page 21
ARTICLE XL:	WORK RELATED HEALTH RISK EXPOSURE	Page 22
ARTICLE XLI:	DRUG AND ALCOHOL POLICY	Page 22
ARTICLE XLII:	TERM AND RENEWAL	Page 23
APPENDIX A	LIEUTENANT-EMT SALARY SCALE	Page 24
APPENDIX B	FIREFIGHTER-EMT SALARY SCALE	Page 24
APPENDIX C	COMPANY UNIFORMS	Page 25

## **PREAMBLE**

THIS AGREEMENT between the Board of Fire Commissioners of Fire District No. 2 Jackson, Ocean County, hereinafter referred to as the "BOARD" and the New Jersey Firemen's Mutual Benevolent Association, Local No. 114, hereinafter referred to as the "Local or the Association" is designated to: maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **ARTICLE I: RECOGNITION**

A. The Board of Fire Commissioners of Fire District No. 2 Jackson Township recognizes the New Jersey Fireman's Mutual Benevolent Association, Local No. 114 as the exclusive firefighter representative organization for the purpose of collective negotiations concerning terms and conditions of employment and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations ACT, N.J.S.A. 34:13A-5.1, et. Seq., for a bargaining unit consisting of full time Firefighters, Firefighter-EMT's, and Fire Lieutenant-EMT's of Fire District No. 2 in Jackson Township New Jersey now employed or hereafter.

B. The use of any male pronoun is intended to be equally applicable to male and female employees, covered by this agreement. The use of singular shall include the plural.

C. All titles and positions shall conform to New Jersey State Civil Service (NJSA 11A) and Dept. of Personnel (NJAC 4A) rules and regulations.

## **ARTICLE II: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the District after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

### **ARTICLE III: NON-DISCRIMINATION**

A. There shall be no discrimination by the Board against any employee whether paid or volunteer because of race, color, creed, age, sex, marital status, membership or non-membership in any Employees' Association or Local or participating or lack thereof in legal Association activities as permitted herein.

B. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal laws.

### **ARTICLE IV: BAN ON STRIKES**

A. It is recognized that the prevention and control of fire, and the preservation and protection of life and property is the responsibility of employees and the Fire District, and it is further recognized that the need for continued and uninterrupted operation of the Fire District is of paramount importance to the citizens of the Fire District. Therefore, there shall be no interference with such operation.

B. It shall be the mutual objective of the Association and the Board to provide uninterrupted public safety and protection of the general public. The Association agrees that, during the term of this Agreement, neither the Association, nor anyone active on behalf of the Association, shall cause, authorize, support or take part in any strike, work stoppage, slowdown or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or by its members.

## **ARTICLE V: GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right if any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
3. Nothing herein shall be deemed to deny the employees their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies. The grievance procedure must be concluded before any other remedies are pursued.

### **B. Definition**

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and condition of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

### **C. Steps of the Grievance Procedure**

1. In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

#### **Step One:**

An aggrieved employee or employees shall institute action under the provision hereon within fifteen (15) working days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. Within fifteen (15) working days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit, the Association Grievance Committee shall present written confirmation of such determination to the employer designee with request that the designee investigate and resolve same, if required. If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the designee, the grievance may proceed to Step Two.

#### **Step Two:**

In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) working days of the designee's decision, file its written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board or its designee shall review the decision of the designee, and, within twenty (20) working days from receipt of the grievance, make a written determination.

#### Step Three:

In the event the grievance has not been resolved at Step Two, the Association may, within thirty (30) working days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC). However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled, and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

#### D. Arbitration

1. No matter in dispute which is subject to the jurisdiction of the Civil Service Commission may be submitted to Arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to the jurisdiction of the Civil Service Commission.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
3. The costs for the services of the arbitrator shall be borne equally by the Board, and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.
4. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

#### E. Group Grievances

1. Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association, and the Association only at Step Two.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

## **ARTICLE VI: DUES CHECK OFF/AGENCY SHOP**

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the FMBA during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit each pay period any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the FMBA.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The FMBA will provide the necessary "check-off authorization" form to its new members and the FMBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Employer will notify the Secretary-Treasurer of the FMBA of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

D. Any employee in the bargaining unit on the effective date of this Agreement who within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular FMBA membership dues, fees and assessments as certified to the Employer by the FMBA. The FMBA may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA membership dues, fees and assessments. The FMBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement by the FMBA and the Employer.

E. The FMBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13a-5.5 et seq.

F. The Association shall indemnify the Board for any and all claims, lawsuits, administrative actions or other matters relating to dues deduction or agency shop fees for carrying out the Association's requests for dues deductions.

## **ARTICLE VII: ASSOCIATION BUSINESS**

A. The Employer hereby recognizes the New Jersey State FMBA Local 114 as the sole and exclusive representative of the full-time firefighters for the purpose of collective bargaining. These activities shall include the presentation of grievances and proposals relating to the violations of this Agreement, and with the reference to all terms and conditions of employment.

B. Any Employee or member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officials of the Union. There shall not be any discrimination against any Employee because of Union membership or activities.

C. The President, Vice President or designee shall be excused from his/her work assignment and shall be granted time off to attend any Union business that requires Union representation. It shall be agreed that the President, Vice President or designee, shall not deduct time while on

duty to attend any hearings, interrogations or interviews that require Union representation, or when the Board or its representatives request a meeting with the Union. The Board will Grant 1 hour a week to conduct any Union Business, in-house during work hours upon advance notice to the supervisor and recording of the time utilized for union business. Employees will remain on duty for work. Whenever possible, Union Business will be conducted outside of normal business hours.

D. The Board agrees to grant necessary time off without loss of pay or compensatory time a maximum of two (2) union representative to attend any state or national convention N.J.S.A.11A: 6-10 and a maximum of two (2) representative to attend regularly monthly state union meetings. Employees will provide 2 weeks' notice for attendance to State or National Conventions.

### **ARTICLE VIII: HOURS, OVERTIME AND COMPENSATORY TIME**

A. The regular duty schedule will provide a basic work week of forty (40) hours, Monday through Friday between the hours of 8:00 am and 4:00 pm. The Board may at its option, change the work schedule to Four 10 hour work days per week, within Monday through Friday from 6:00am to 4:00pm. Employees shall be entitled to a 30 minute lunch break, a 15 minute morning break, and a 15 minute afternoon break within the eight hour work day. During these times employees working a ten hour workday shall be entitled to a 45 minute lunch break, a 15 minute morning break, and a 15 minute afternoon break. All staff shall be available to respond to emergency calls in the district.

B. When represented employees are required to work in excess of their scheduled eight (8) or (10) hour work shift, they shall be given the option of compensatory time, or overtime pay as follows:

1. One and one half times (1½ x) their regular hourly rate for all overtime hours worked on a non-holiday.
2. Two times (2x) their regular hourly rate for all overtime hours worked on a holiday listed within the "Holiday" article of this Agreement.

C. Compensatory time accrued by an employee may be accumulated up to 200 hours and carried over from year to year. A cash payment for accrued compensatory time may be made by written request to the Supervisory Commissioners with a copy forwarded to the Officer in Charge and Payroll Clerk. Only a maximum of 75 hours of compensatory time may be redeemed for cash payment.

D. Overtime for off duty appearances at meetings requested by the Board will be compensated pursuant to Section B of this Article.

E. Any employee who is required to report to work prior to their regular shift or any off duty time will receive a minimum of two (2) hours compensation pursuant to Paragraph B of this Article. Any time worked in excess of two (2) hours will be compensated on an hourly basis, pursuant to Paragraph B of this Article, for each hour worked.



F. When the District determines that overtime is necessary, represented employees will be given the first opportunity to work.

G. Cash overtime payments shall be made by the next pay period following the overtime worked.

H. All employees shall be paid bi-weekly.

#### **ARTICLE IX: COMPENSATION**

A. The Salary Guide for Lieutenant-EMT shall be outlined in Appendix A.

B. The Salary Guide for Firefighter-EMT will consist of nine (9) steps. Each of the nine steps will equate to one year of experience with Jackson Township Fire District #2 within the job title of Firefighter-EMT. The Salary Guide for Firefighter-EMT shall be outlined in Appendix B.

C. All employees who have a Fire Inspector's license shall receive an annual compensation of \$500.00.

D. Board will pay for time, overtime, class fee's, school fee's, books, materials, travel, transportation, meals, accommodations, and any other cost for all certifications or licenses required by the board or as required for certification. Prior approval is required by the board or its designee.

E. Longevity payments shall be made pursuant to the following schedule:

Years of Service	Longevity Payment
Beginning 5th year through 10th	2% of annual base salary
Beginning 11th year through 18th	3% of annual base salary
Beginning 19th year through end of Service	4% of annual base salary

Longevity pay shall be added to, and paid with the employee's regular annual base salary.

Longevity has been negotiated out of this Agreement effective January 1, 2013.

#### **ARTICLE X: VACATIONS**

A. The employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the 1st year of employment: (8) hours per month.
2. From the first (1st) through and including the fourth (4th) year of employment, twelve days (96) hours.
3. From the fifth (5th) through and including the ninth (9th) year of employment, seventeen days (136) hours.
4. From the tenth (10th) through and including the fourteenth (14th) year of employment, twenty days (160) hours.
5. From the fifteenth (15th) through and including the nineteenth (19th) year of employment, twenty two days (176) hours.

6. From and after the twentieth (20) year of employment: twenty five days (200) hours.

B. Accumulation of annual vacation leave from year to year may be permitted; however, accumulated vacation leave must be utilized in the year succeeding its accumulation. You may only carry over 1 years' worth of vacation.

C. With the exception of the first year of employment, all vacation credits will be credited to all employees on January 1st of each year with vacation pro-rated.

D. Seniority will have preference when employees are requesting the same vacation time.

E. All employees requesting weekly vacations shall be entitled to the compensation they would receive for those weeks prior to leaving on vacation.

#### **ARTICLE XI: HOLIDAYS**

A. The Employee will be granted fourteen (14) holidays annually [as noted. The holidays are] as follows: New Year's Day, Martin Luther Kings' Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

B. If a holiday occurs during a scheduled vacation, the holiday will take precedence and the employee will not be charged vacation time.

C. If the holiday falls on Saturday, the holiday will be celebrated on the Friday before. If the holiday falls on Sunday, the holiday will be celebrated on the Monday after.

D. Employees shall have the option to work on any listed holiday that occurs on an otherwise scheduled work day with the approval of the Board's designee. Represented employees working pursuant to this provision shall earn a floating holiday for each listed holiday worked. Floating holidays shall be taken at the employee's option providing that the Board's designee approves.

E. Employees shall work Washington's Birthday, Martin Luther Kings' Birthday, Columbus Day, and Election Day at regular rate of pay and compensated with a floating holiday for each. Represented employees may use the floating holiday on the stated holiday providing appropriate coverage is available and shall be at the discretion of the Board or its designee.

F. Employees required by the Board or its designee to report for duty on an observed holiday, other than those outlined in Section E shall receive compensation at a rate of time and one half in addition to their regular rate of pay.

#### **ARTICLE XII: PERSONAL DAYS**

A. The Employee shall enjoy at their request four (4) personal leave days per year. Personal leave shall be subject to the manpower needs of the District and approved by the Board designee. Personal days shall not be accumulative.

### **ARTICLE XIII: SICK LEAVE**

A. All permanent employees, or full time provisional employees, shall be entitled to an unlimited number of sick leave days.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease or in case of family illness.

C. If an employee is absent for reasons that entitled him to sick leave, the appropriate Board designee shall be notified prior to 6:00 a.m. or 8:00 a.m. respective to shift assignment on the day of the illness. The designee shall immediately notify the appropriate Commissioner designee. An employee may leave a message on the designee's phone which is acceptable as notification of sick leave.

1. Failure to so notify the designee may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

E. The Board may require proof of illness of an employee on sick leave at any time within its sole discretion. Abuse of sick leave may be cause for disciplinary action.

F. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

G. The Board may require proof of illness of an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall be established whether the employee is capable of performing his normal duties as determined by the physician.

H. Sick Leave may also be used to care for family members up to 40 hours per year, specifically: Spouse, Children, Father, Mother, Sister, and Brother, natural and legal foster children. Additional hours require special approval from the Board of Fire Commissioners.

I. The Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician designated by the Board.

J. In the event the Board's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Board physician, then the Board and the employee shall mutually agree upon third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

K. If the Board can prove that an employee has abused their privilege under this Article; the employee will be subject to disciplinary action by the Board, up to and including termination.

#### **ARTICLE XIV: FUNERAL LEAVE**

A. In the event of a death within the employee's immediate family, the employee shall be granted time off without loss of pay for five (5) consecutive work days, one of which shall be the day of the funeral.

1. The term "Immediate Family" shall include only spouse, father, mother, brother, sister and child.

B. In the event of death within the employee's extended family, the employee shall be granted time off without the loss of pay for three (3) consecutive work days, one of which shall be the day of the funeral.

1. The term "Extended Family" shall include only father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, or sister-in-law.
2. Funeral leave as provided in this section is intended to be used for the sole purpose of handling necessary arrangement and attending the funeral of the deceased family member.
3. Funeral leave for any other family situation not specifically covered under the terms of this article may be granted by the Board upon application by an employee covered under this Agreement, giving sufficient cause for such leave to be granted.

C. Funeral leave may be extended for sufficient cause at the discretion of the Board.

#### **ARTICLE XVI: LIGHT DUTY**

A. Light duty shall be a means to have useful work for an employee to do when, because of injury or illness, he is unable to do the regular assigned duties.

B. Employees who are either on light duty or sick leave, are expected to return to work as early as medically cleared by a Board appointed Health Care Provider.

C. During incapacity from regular duty, if an employee is medically able to perform light work, the District will make every effort to find light work which the employee is able to perform, even if it is in a different area, so long as that employee is qualified to work in said area, as approved by a Board Appointed Healthcare Provider.

D. The Board Appointed Healthcare Provider shall ultimately make the decision as to the employees' physical and mental abilities with regards to duties that may be performed.

E. Employees who are under the influence of prescription drugs are not eligible for light duty. Employees also must be medically cleared to drive to and from work, by a Board Appointed Healthcare Provider

F. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the Officer in Charge who shall immediately notify a Supervisory Commissioner.

G. It is understood that the employee must file an injury report with the Officer in Charge so that the Board may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

H. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

#### **ARTICLE XVII: LEAVE OF ABSENCE**

A. A leave of absence without pay may, in the discretion of the Board, be granted for a good cause for any employee who has been employed for a period of more than ninety (90) days after satisfactorily completing any probationary period.

B. Any leave of absence may be extended by the Board but not for any period to exceed more than one (1) calendar year when added to any previously granted leave of absence.

C. Any leave of absence unless specified and agreed to by the Board shall be without pay and accrued benefits.

D. The Board shall record any leave of absence granted to an employee in his or her personnel file.

#### **ARTICLE XVIII: EMPLOYEE REQUEST FORMS**

A. Request forms will be kept on file in the office and can be obtained from the Office Manager.

#### **ARTICLE XIX: SEPARATION, DEATH, AND RETIREMENT**

A. Employee shall retain all pension rights under New Jersey.

B. Employees retiring either after twenty five (25) years of service pursuant to N.J.S.A. 43:164-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:164-5 or as a result of a disability pension, whether work connect or not, shall be paid for all accumulated holidays, vacation, and compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.

C. Employees intending to retire other than based upon disability pension shall accordingly notify the Board in writing by November 1st of the previous year in which said retirement is to become effective.

1. Any separation of service that requires payment separation benefits must be submitted in writing by this November 1st deadline or the Board will not be able to make the payments in the following calendar year.
2. Failure to make proper notification will delay payments until the first regularly scheduled pay period of January following the next budget preparation process.
3. Upon proper notification, payment will be made on the first regularly scheduled pay of the year following notification.

D. Employees may select one of the following separation plans. The plan to be used must be a part of the written separation notice. Should the employee not select a plan, then Plan B will be followed by the Board.

- a) Plan A - Full one-time payment.
- b) Plan B - Partial Payment. Payment will be spread out with 1/3 being payable on the first regularly scheduled pay of January for three (3) successive years. The above is subject to the Board's ability to provide payments based upon the financial circumstances of the Board.

E. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, or compensatory time as provided by this Agreement. Payments shall be made at the employee's rate of pay at the time of his death.

F. In the event of an employee's separation from service for any reason not set forth in Section B or Section D above, all accumulated vacation, holidays, and compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

G. For benefits payable in the then current year, in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, and compensatory time shall be prorated as of the first of the month, if the resignation, death or retirement is effective prior to the fifteenth (15th) of the month and as of the last day of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be prorated on the calendar year from March 1 through February 28.

H. For benefits payable in the then current year, in all cases where the employee died while in the line of duty, all vacation, holidays, and compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.

I. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs, or other temporary leaves.

J. Sick leave payment upon retirement shall be calculated based upon the employee's base salary at the time of retirement, excluding longevity. Payment of any accrued vacation, personal, compensatory or other benefit time entitlement, upon any other separation, shall be calculated based upon the employee's base salary at the time of the separation.

K. Each employee shall receive \$100,000.00 term life insurance policy, the cost of which shall be paid by the Board.

#### **ARTICLE XX: HOSPITALIZATION AND MEDICAL BENEFITS**

A. All hospital and medical benefits currently provided to employees and their families by the Board shall be retained and continued in full force and effect during the term of this Agreement.

B. Corrective Eyewear (Exam, Glasses, contacts, etc.) benefit for employee, and spouse shall be \$250.00 each yearly. The same benefit for employees' children shall be \$150.00 each per year up to completion of college, emancipation, or at 23 years of age. This is not cumulative from year to year.

C. In the event Dental Insurance cannot be obtained for any reason, the employee shall be reimbursed, for dental treatment by the Board up to the premium amount that would have been paid annually for dental coverage for affected employee.

D. The Board shall provide the employee and their eligible dependents medical and prescription coverage to all retiring employees with 25 years of pension credit service and 20 years of service within the Fire District, when they reach eligibility for Medicare it will be replaced with supplemental coverage, this will be applicable to current state law and regulations at the time of retirement. The employee must certify in writing to the Board they have no other medical or prescription coverage. All benefits shall take effect pursuant to the NJ State Health Benefits Program.

#### **ARTICLE XXI: PENSION**

A. Firefighters shall be enrolled in the Police and Firemen's Retirement System (P.F.R.S.) and Social Security correlated coverage (FICA).

#### **ARTICLE XXII: CLOTHING ALLOWANCE**

A. The Board will supply the appropriate work uniforms that is deemed necessary for all job titles and positions. (See Appendix C).

B. The Employee shall receive an annual clothing maintenance allowance of four hundred dollars (\$400.00) per employee.

C. The District shall provide a budget amount for each Employee to purchase replacement uniform items. Consistent with the current practice, each Employee shall be permitted to purchase replacement uniform items with the cost of each Employee's purchases applied to their respective annual uniform budget. Effective January 1, 2011, and in each successive year of this Contract, each Employee shall receive a budget of \$800.00.

D. When an Employee receives a change in position or rank, all the financial costs that relate to uniform changes or modifications will be paid by the Board.

E. The expense of any Board directed uniform changes will be the Board's financial obligation.

1. Staff elected changes are at the obligation of the staff.

F. In the hire year, employees hired prior to June 30th will receive a sum of four hundred dollars (\$400.00) for uniform purchases in addition to the initial uniform issue. Those employees hired July 1st or later, will only receive their uniform issue as provided in Appendix D.

G. A Class A uniform will be issued when an Association member reaches Step 1 of the Firefighter Base Salary Scale found in Appendix B.

1. Arrangements for the fitting of the Class A uniform, unless mutually agreed upon by both the Association and the Board will be ordered within ten (10) business days of the member reaching Step 1 of the Firefighter Base Salary Scale.

2. A Class A uniform issue will consist of the items found in Appendix C.

### **ARTICLE XXIII: COLLEGE INCENTIVE PROGRAM**

A. This article is subject to available funding and prior approval of the Board.

B. Each employee who enters the College Incentive Program pledges to achieve an Associate's Degree in Fire Science, administration or related field of study as designated by the institution of higher learning as being within their fire science degree program.

C. Each employee shall be compensated at the rate of ten dollars (10.00) per year for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.

D. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary yearly.



E. In the event an employee does not earn any additional credits for two (2) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associates Degree. The employee may make application to the Board for relief from the provisions of this section.

F. Credits earned prior to appointment as a District Employee may be compensated at the discretion of the Board as long as either an Associates or Bachelor's Degree had been earned in a related field of study.

G. All credits earned as a district employee prior to January 1, 2011 will be compensated only after the employee has attained his Associates Degree.

H. The highest level of compensation under this program shall be those credits up to and including the Bachelor's Degree.

I. A represented employee may choose the incentive program outlined in Paragraphs B through G of this Article or be reimbursed for tuition, books and related lab fees related to said course provided:

1. The course has been Board approved and job related, and
2. The employee receives a Grade of C or better. A grade of C(-) is not acceptable, and
3. Proper proof of satisfactory completion through institutional records is provided, and
4. Proof of payment is submitted by voucher to the Board, and
5. The limit of one course per semester per employee has not been exceeded.

#### **ARTICLE XXIV: EDUCATION AND TRAINING**

A. Employees shall receive schooling and training that which enhance their fire service and job responsibilities at no cost to the employee.

1. Represented employees attending mandatory training outside of regular duty hours, shall have the option of either pay, or compensatory time at the rate of one and one half times (  $1\frac{1}{2} \times$  ) their regular hourly rate for all hours worked.
2. All training, other than mandatory training, shall not take place without the Boards designees' approval. Once approval has been received from the Boards designee, section 1 of this article shall apply.
3. All training must be within the scope of the employee's daily duties.

#### **ARTICLE XXV: TRAVEL EXPENSES**

A. The Employee shall be reimbursed at the Internal Revenue Service specified rate and for all other approved travel expenses while using a personal vehicle for conducting their official duties and official business of the Board and with prior approval of the Board.

## **ARTICLE XXVI: STATUTORY AND LEGAL RIGHTS**

A. Employees shall enjoy all legal rights as set forth in appropriate statutes and regulations.

## **ARTICLE XXVII: PERSONNEL SERVICE RECORDS**

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Board of Fire Commissioners.

B. Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Commissioner designee.

C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file and any and all other files within five (5) working days.

E. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

F. Maintenance of the personnel files will be in accordance with the Archives Laws of the State of New Jersey.

G. All employee confidential medical record information will be maintained separate from all other records and secured by the District's designated medical provider. All represented employees shall reserve and retain their full rights with regard to their expectation of privacy.

## **ARTICLE XXVIII: JOB DESCRIPTIONS**

A. The Board will maintain on file in the Board of Fire Commissioner's Office a complete job description for all employment positions covered by this Agreement.

B. The Board will supply a copy of the job description to an employee when hired and at any time thereafter, if the job description should change.

C. Employees shall be required to perform all of the functions enumerated in their job description(s). All employees shall be directly responsible to the Officer in charge of Personnel for their job performance, and shall have the right to communicate directly to such Officer or be communicated directly to by such Officer or Supervisory Commissioner regarding their job performance.

D. The Officer in charge is responsible directly to the Supervising Fire Commissioners.

E. It is the responsibility of the Officer in charge to designate a Firefighter "in charge" during his absence. The Officer in charge shall make it clearly known to all subordinates who have been put in charge, prior to his absence.

F. In emergent cases, the Supervisory Fire Commissioner shall appoint a Firefighter in charge.

G. In situations where a Firefighter has been designated as the Officer in charge, that employee shall be entitled to 1 hour of compensation time per day while in charge.

#### **ARTICLE XXIX: BULLETIN BOARD SPACE**

A. The Union shall have the sole use of a designated union bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.

B. Only material authorized by the signature of the Union Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

C. The Board may require the Union to remove from the bulletin board any material which does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Union.

#### **ARTICLE XXX: PRINTING AND SUPPLYING AGREEMENT**

A. This Agreement and any future Agreement shall be printed and supplied to each employee by the Board within forty-five (45) days at no cost to the employee.

#### **ARTICLE XXXI: SUPERSEDING CLAUSE**

A. This Agreement supersedes any and all other Agreements and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

#### **ARTICLE XXXII: RULES AND REGULATIONS**

A. The employees shall acknowledge that it is the function of the Board to establish, enforce and amend from time to time rules and regulations to be supplied in printed form to the Board's representative, Association and each employee. The Board also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement and subject always to the rights of the employees and/or the Association to lodge a grievance as provided in this Agreement.

### **ARTICLE XXXIII: SEPARABILITY AND SAVINGS**

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE XXXIV: FULLY BARGAINED PROVISIONS**

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

### **ARTICLE XXXV: JURY DUTY AND COURT APPEARANCES**

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Employees granted time off for jury duty will be paid their contractual rate. Any moneys or fees received for jury participating will be surrendered to the Fire District within five (5) working days of being received.

D. Whenever an employee is a witness in any action or legal proceeding arising out of or incidental to the performances of their duty, the Board shall provide said employee with the contractual rate of pay for approved time spent for preparation as well as for approved time spent as a witness.

E. Any Employee required to appear in any court proceeding due to circumstances arising from their employment with the exception of a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee shall receive his/her contractual rate of pay.

1. Should the court proceeding be a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee and is dismissed or ruled in favor of the employee, he or she shall receive all contractual obligated compensation.

### **ARTICLE XXXVI: EMERGENCY LEAVE**

A. Upon making proper notification, employees may be granted emergency leave for a bonafide emergency situation that requires immediate personal attention thus resulting in absence from work.

B. All emergency leaves shall be approved by either the Commissioner liaison of personnel or his designee.

C. All emergency leave will be charged, at the employees' option, against either the employees personal, vacation, or compensatory time balances.

D. Abuse of the emergency leave privilege may result in disciplinary action.

#### **ARTICLE XXXVII: LABOR/MANAGEMENT COMMITTEE**

A. A joint committee of four members will be established on a trial basis to discuss matters of mutual concern on an as needed basis, but not to exceed a bimonthly schedule

B. The Labor/Management Committee will consist of two association employees appointed by the Association President and two Board representatives appointed by the Chairman of the Board.

C. This Labor/Management Committee will be on a trial basis for the life of this approved contract.

D. Extension of this article beyond the life of this approved contract must be agreed upon by both the association and the Board.

#### **ARTICLE XXXVIII: SPOUSAL MATERNITY LEAVE**

A. The Family Leave Act shall be adhered to as applicable and as required by law.

#### **ARTICLE XXXIX: EMPLOYEE PHYSICALS**

A. All Employees will receive annual physicals conducted by the Board's designated health care provider at no cost to the Association member. The purpose is to insure that all employees are in proper health to perform their duties.

B. Physicals will be scheduled during the regular work schedule and must be performed no later than June 1st of every contract year.

C. Depending on the employee's level of qualification either an interior fire fighter physical or a hazardous material physical will be provided by the Board.

D. All physicals will be conducted by the Board's designated health care provider.

E. The physical reports provided by the designated health care provider to the Board of Fire Commissioners shall be limited to the Firefighter status as being either "fit or duty" or "unfit for duty".

F. In order to safeguard the quality of the physical, the evaluative procedures of them exam, will, at a minimum, be consistent with all applicable regulations as determined by the medial provider.

G. A list of physical protocols may be requested and obtained from the Board at the start of each contract year. Changes made during the year will be provided to the association.

#### **ARTICLE XL: WORK RELATED HEALTH RISK EXPOSURE**

A. The Board shall maintain a separate file to be known as the "Work Related Exposure Record".

B. Members exposed to body fluids, identifiable hazardous chemicals or other materials posing a potential health risk during the performance of their employment duties shall immediately notify the officer in charge of the incident, obtain, complete and sign an Exposure form. The completed Exposure form must be filed with the Administrative Clerk, who will record the event in the "Work Related Exposure Record".

C. If an employee is later diagnosed with AID/HIV, Hepatitis or other health condition resulting from the performance of his/her duties, a completed Exposure form documenting contact with the pathogen will validate the Board's responsibility to compensate the employee under the terms of the Injury Leave Article.

D. Employees desiring protection as described in Section C of this Article must provide proof of not having AIDS, HIV, Hepatitis and/or any other work related exposure condition by providing a completed standard Release and Certification form. The Release and Certification form shall be mutually agreed upon by the Association and the Board.

E. Vaccines that are readily available as of the date of this article is adopted and takes effect and during the life of this contract shall be offered to all Association members at the Board's expense provided the vaccine offering protection against work related exposures. Should vaccines be readily available and not offered by the Board, no employee shall be required to perform work related duties in arenas where exposure to the specific health risk exposure could exist.

F. Employees who fail to accept Board offered vaccines will be required to sign a Waiver/Release form memorializing the Board's offerings, the related hazards and the employee's position to reject these services, thus releasing the Board from exposure obligations. Failure of the employee to either receive the vaccine or to sign the Waiver/Release form may subject the employee to disciplinary action.

#### **ARTICLE XLI: DRUG AND ALCOHOL POLICY**

A. The Board and the Association agree to negotiate in good faith a Drug and Alcohol Policy during the first twelve (12) months following the signing of this contract. Both parties additionally agree to begin the negotiation of this policy within sixty (60) calendar days of the signing of this contract.

## ARTICLE XLII: TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2011 through and including the 31st day of December, 2015.

B. This Agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein. This paragraph shall not preclude or delay the immediate implementation of any law, regulation or court decision, e.g. health benefit co-pay or deduction, which may alter any provision of this Agreement.

C. If either party wishes to modify or negotiate this Agreement, they must notify the other party by certified mail by September 1 immediately prior to the expiration date of this Agreement. Negotiations shall begin no later than sixty (60) days before the expiration of this Agreement.

D. To the extent permitted by law, this agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, obligations or past practices herein contained or referenced shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment. The employer shall give sixty (60) days' notice in advance of such proposed consolidation, merger, annexation, transfer or assignment.


E. The retroactivity of this Agreement shall apply only to those employees who are employed as of the date of execution of this Agreement.

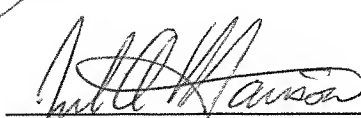
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals in Jackson Township, New Jersey on this day 6 December, 2012.

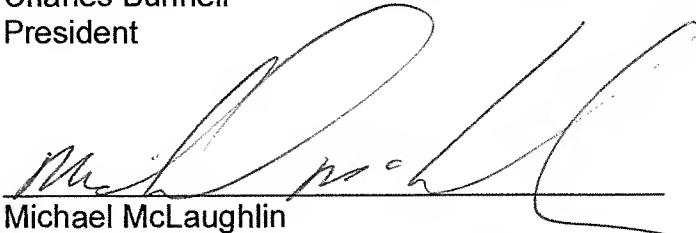
Jackson FMBA Local 114

Board of Fire Commissioners  
Jackson Township Fire District 2

  
\_\_\_\_\_  
John E. Poppe III  
President

  
\_\_\_\_\_  
Charles Bunnell  
President

  
\_\_\_\_\_  
Justin A. Hanson  
Secretary

  
\_\_\_\_\_  
Michael McLaughlin  
Secretary

### **APPENDIX A: LIEUTENANT-EMT SALARY SCALE**

Lieutenant/EMTs shall receive the following salary effective January 1st of each year outlined below. This reflects 2% annual raise for 2012 & 2013 and a 3% annual raise for 2014 & 2015.

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>\$100,196.62</b>	<b>\$102,200.55</b>	<b>\$105,266.57</b>	<b>\$108,424.57</b>

### **APPENDIX B: FIREFIGHTER-EMT BASE SALARY SCALE**

Firefighter/EMTs shall receive the following salary effective January 1st of each year outlined below. This reflects a 0% raise for 2011, a 2% annual raise for 2012 & 2013, and a 3% annual raise for 2014 & 2015.

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Entry</b>	<b>\$41,803.16</b>	<b>\$42,639.22</b>	<b>\$43,492.01</b>	<b>\$44,796.77</b>	<b>\$46,140.67</b>
<b>Step 1</b>	<b>\$47,080.78</b>	<b>\$48,022.40</b>	<b>\$48,982.84</b>	<b>\$50,452.33</b>	<b>\$51,965.90</b>
<b>Step 2</b>	<b>\$52,358.40</b>	<b>\$53,405.57</b>	<b>\$54,473.68</b>	<b>\$56,107.89</b>	<b>\$57,791.13</b>
<b>Step 3</b>	<b>\$57,636.02</b>	<b>\$58,788.74</b>	<b>\$59,964.52</b>	<b>\$61,763.45</b>	<b>\$63,616.35</b>
<b>Step 4</b>	<b>\$62,913.64</b>	<b>\$64,171.91</b>	<b>\$65,455.35</b>	<b>\$67,419.01</b>	<b>\$69,441.58</b>
<b>Step 5</b>	<b>\$68,191.26</b>	<b>\$69,555.09</b>	<b>\$70,946.19</b>	<b>\$73,074.57</b>	<b>\$75,266.81</b>
<b>Step 6</b>	<b>\$73,468.88</b>	<b>\$74,938.26</b>	<b>\$76,437.02</b>	<b>\$78,730.13</b>	<b>\$81,092.04</b>
<b>Step 7</b>	<b>\$78,746.50</b>	<b>\$80,321.43</b>	<b>\$81,927.86</b>	<b>\$84,385.69</b>	<b>\$86,917.27</b>
<b>Step 8</b>	<b>\$84,024.12</b>	<b>\$85,704.60</b>	<b>\$87,418.69</b>	<b>\$90,041.26</b>	<b>\$92,742.49</b>
<b>Step 9</b>	<b>\$89,301.80</b>	<b>\$91,087.84</b>	<b>\$92,909.59</b>	<b>\$95,696.88</b>	<b>\$98,567.79</b>



## **APPENDIX C: COMPANY UNIFORMS**

A Station or Work Uniforms will consist of:

1. Company T-Shirts (5)
2. Button Down Shirts
3. Short Sleeve (5)
4. Long Sleeve (1)
5. Golf Shirts (5)
6. Job Shirts (2)
7. Pants (5)
8. Belt (1)
9. Work Shoes or Boots (2 pair)
10. Company Jacket/Coat (1)
11. Related Hardware (1 set)

A Class A Uniform will consist of: (for employees at step 1 or higher)

12. Button Down Shirts
13. Short Sleeve (1)
14. Long Sleeve (1)
15. Pants and Suit Coat (1 ea)
16. Belt (1)
17. Dress Shoes (1 pair)
18. Hat (1)
19. Tie (1)
20. Tie Tac (1)
21. Related Hardware (1 set)

\* All appropriate Firefighting gear shall be provided by the fire district, and shall not be a part of the clothing allowance.

